



**Order under Section 135
Residential Tenancies Act, 2006**

File Number: LTB-T-025378-26

In the matter of: Apt. 3, 917 Division Street
Kingston ON K7K4C6

Between: Amanda Kathleen Forrest Tenant

And

John Barbosa Landlord

Amanda Kathleen Forrest (the 'Tenant') applied for an order determining that John Barbosa (the 'Landlord') collected or retained money illegally.

This application was heard by videoconference on May 7, 2026 at 09:00 am.

The Landlord and the Tenant attended the hearing.

Determinations:

1. As explained below, the Tenant did not prove the allegations contained in the application on a balance of probabilities. Therefore, the application is dismissed.

Rent deposit not applied to last month of tenancy

2. It was the Tenant's testimony that upon entering into an Agreement for the Purchase and Sale of a house, they notified their Landlord on November 28, 2025 that December 2025 would be their last month. It was also their testimony that the Landlord initially requested 60 days and a N9 Notice, which they agreed to.
3. The Tenant then testified that the Landlord informed them that they had completed the form wrong, having provided the wrong dates. They also testified that the Landlord informed them that if they left on or before December 15, 2025, they would be owed money, given they overpaid for December 2025 and that they would not have to pay the rent for January 2026. It was their submission this was all to accommodate the Landlord's access to conduct repairs for wear and tear and to show the property to potential tenants.
4. The Tenant further testified to having vacated on December 16, 2025, providing the Landlord with an email to transfer the monies they agreed upon to, but only receiving \$225.00 as opposed to the \$1,050.00 representing the last month's rent deposit and half of December 2025 rent which they had paid. They entered screenshots of the bank transfers

for the deposit and rent payments along with the text conversations between themselves and the Landlord to support their submissions.

5. The Tenant then testified they were seeking half the rent for December 2025 and the last month's rent deposit.
6. In response the Landlord denied agreeing to return the last month's rent deposit. They testified that the overpayment was the interest owing to the Tenant on the deposit and the stating the Tenant did not have to pay for January 2026 was on account they were going to apply the last month's deposit to January 2026 rent.

Analysis

7. The following sections of the *Residential Tenancies Act, 2006* (the "Act") are relevant:

Minimize losses

16 When a landlord or a tenant becomes liable to pay any amount as a result of a breach of a tenancy agreement, the person entitled to claim the amount has a duty to take reasonable steps to minimize the person's losses.

Period of notice, monthly tenancy

44 (2) A notice under section 47, 58 or 144 to terminate a monthly tenancy shall be given at least 60 days before the date the termination is specified to be effective and that date shall be on the last day of a rental period.

Tenant's notice to terminate, end of period or term

47 A tenant may terminate a tenancy at the end of a period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with section 44.

Rent deposit applied to last rent

106(10) A landlord shall apply a rent deposit that a tenant has paid to the landlord or to a former landlord in payment of the rent for the last rent period before the tenancy terminates.

8. The Act is clear; a tenant is required to provide 60 days notice prior to terminating a tenancy pursuant to section 44(2). As such the earliest the tenancy could have been legally terminated following the notice given on November 28, 2025 would have been January 31, 2026. Accordingly, what is left for me to decide is if the Landlord did in fact agree to waive this requirement and to return half of December 2025 rent. Based on the above testimony, evidence and for the reasons that follow, I am not satisfied on the balance of probabilities that the Tenant has proven this was the case.

9. First the Tenant's own evidence shows that the initial response from the Landlord, sent on November 28, 2025, clearly states that the Landlord expected full payment for December 2025 and that January 2026 would be covered by the last month's rent deposit.
10. Secondly, nowhere in the Tenant's evidence does the Landlord retract this statement. Admittedly they do state in another undated text message that they don't want the Tenant's to pay for January 2026 rent but in another undated message they respond to the Tenant's request for the money sought by stating the unit was legally theirs until the end of January. This corroborates the Landlord's testimony which was consistent in that they denied ever agreeing to return the deposit or waive half of December 2025 rent.
11. Accordingly given the onus to prove an application lies with the applicant and for the reasons above, I am not satisfied on the balance of probabilities that they have proven their case that the Landlord agreed to return the deposit and therefore illegally retained it after the fact as claimed. Therefore, I must dismiss the application.

It is ordered that:

1. The Tenant's application is dismissed.

May 21, 2026
Date Issued

Kelly Delaney
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.